

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Shinobi, LLC	)
Plaintiff	)
vs.	) CA
	)
John Doe#1	) Filed:
John Doe#2	)
Defendants	)
	)

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**COMPLAINT**

Plaintiff, by its undersigned attorneys, for its complaint against Defendant, alleges the following based upon personal knowledge as to itself and its own acts, and information and belief as to all other matters based upon, *inter alia*, an investigation conducted by itself and through its attorneys.

**INTRODUCTION**

1. This is an action for tortious interference of a contract and tortious interference with prospective economic relations, arising from Defendant John Does' interference with the contractual and business relationship of Plaintiff Shinobi and non-party MobiusPay Credit ("MobiusPay").

2. MobiusPay entered into a contract with Shinobi through which MobiusPay would serve as credit card processor for Plaintiff's online website, located at the URL [hentai0.com](http://hentai0.com). See Exhibit A, attached hereto (hereafter the "Contract").

3. Shinobi's website sells memberships to the public, whereby after obtaining a membership, members will be able to view adult-oriented animated videos on Shinobi's website.

4. On information and belief, on or around January 31, 2022, Defendant John Doe, directly and

through proxy servers, did act to continually attempt to obtain bogus memberships fraudulently using stolen credit cards numbers. Evidence provided herewith shows the direct membership purchase and purchase through proxy server occurred from the Philippines.

5. On further information and belief, by using stolen credit card numbers, defendant John Doe did seek to use stolen credit cards numbers through Plaintiff's contractual partner, the non-party MobiusPay, with the goal of harming Plaintiff's reputation and credit ranking with non-party MobiusPay, as well as credit card companies such as Mastercard and Visa.

6. On further information and belief, John Doe performed the fraudulent activity set forth in paragraph 5 numerous times between the dates December 1, 2021 and February 22, 2022.

7. On further information and belief, John Doe #1, being located in the Philippines and not directly involved in the adult-entertainment industry business, was hired by John Doe #2 to conduct the credit card fraudulent attempts, the John Doe #2 being a significant competitor against Plaintiff Shinobi.

## **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332 because this is dispute includes an entity in a foreign country, the Philippines, and a citizen a state in the United States, and the matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

9. Venue is proper in the United States District Court for the Southern District of New York pursuant to 28 U.S.C. 1391(a), as a substantial part of the events or omissions giving rise to the claims occurred in this District.

## **PARTIES**

10. Plaintiff Shinobi is a internet-based adult-oriented platform based in the United States that

offers animated videos to members. Plaintiff members include residents from the State of New York.

11. Defendant John Doe #1, on information and belief, is an entity located in the Philippines. Further specific identifying information about John Doe will be garnered from subpoenas issued to non-party third parties.

12. Defendant John Doe #2, on information and belief, is an entity located in the United States, who acts as a main competitor to Plaintiff Shinobi.

## **FACTUAL BACKGROUND**

13. Plaintiff operates an adult-oriented website, providing adult animated videos to members of its website.

14. To become a member, a user may signup and provide a credit card on the digital credit card acceptance form on Plaintiff's website (EXHIBIT B).

15. On or about December 19, 2018, Plaintiff entered into a contractual agreement with MobiusPay, to grant Plaintiff the ability to accept credit cards on Plaintiff's website. A provision in the agreement required Plaintiff as a merchant to maintain fraud and chargebacks below an established threshold.

16. On information and belief, Plaintiff's credit card processor, MobiusPay, is used to verify a user's credit card data and subsequently charge a User's credit card. Users sign up for monthly subscriptions. Under a monthly subscription, a user's credit card is charged once a month for continued access to the hentai0.com.

17. On information and belief, credit card issuers, for example Mastercard and Visa, operate databases known as Terminated Merchant Files (TMFs) that contain information about accounts that have been closed by credit card processors around the world for high chargebacks or violations of card brand rules. A merchant may be placed on a terminated merchant file if, in one example, the number of chargebacks, which is defined as the number of credit card charges that are returned to the credit

card, exceeds 1% of the total number of credit card charges per month.

18. On further information and belief, being placed on a terminated merchant file can have serious effects as many entities refuse to accept businesses or individuals listed on a TMF.

19. On information and belief, MobiusPay, Plaintiff's credit card processor, adheres to and checks terminated merchant files.

20. On or about January 23, 2022, Plaintiff's statistical number for "Today's Failed Purchase Attempts" on the MobiusPay credit card processing system increased drastically from the norm, rising from 1 the day before to 63 on that date (EXHIBIT C).

21. On information and belief, defendant John Doe #1 supplied valid, but stolen, credit cards in his effort to bombard Plaintiff's credit card payment system. On information and belief, Defendant's purpose was to attempt to have Plaintiff placed on a terminated merchant file towards the end of stopping credit card companies from servicing his Users.

22. As evidence shows, between January 24, 2022 to February 9, 2022, failed subscription attempts were received from three IP addresses: 119.95.161.143, 124.106.193.154, and 112.206.178.169. These IP addresses are indicated as coming from the Philippines. (EXHIBIT D).

## **FIRST CAUSE OF ACTION**

### **(Tortious Interference with Contract Against All Defendants)**

23. All of the above allegations are incorporated herein, as if they were alleged in full.

24. In January 2018, Plaintiff entered into a contract with MobiusPay as its exclusive credit card processor for the processing of user memberships on its site, hentai.com ("Contract"). The Contract set forth the requirement that fraud and chargebacks be maintained under a threshold.

25. During the Contract period up until the events leading to this complaint, Plaintiff Shinobi fulfilled its obligations and adherences to the terms of the Contract. MobiusPay continued to process credit cards entered onto Plaintiff's website.

26. Defendants were aware of the obligations and adherences of Plaintiff's Contract, including

the necessity that fraud and chargebacks be below a threshold, as well as Plaintiff remaining off terminated merchant files.

27. Defendants intentionally caused Plaintiff to breach the Contract by going outside of the established thresholds for fraudulent and/or chargebacks.

28. Defendant's intentional interference was improper, because fraudulent credit cards were charged or attempted to be charged using Plaintiff's payment system, via MobiusPay. Defendant was responsible for inputting the fraudulent credit cards through Plaintiff's payment system.

29. As a result of Defendant's intentional interference with the Contract, Plaintiff breached the Contract as its fraudulent and/or chargebacks exceeded the threshold. Plaintiff's reputation with its credit card processor MobiusPay has been harmed, and Plaintiff has been contacted by outside third parties questioning unauthorized charges made on a credit card through Plaintiff's website. Defendant estimates harm in an amount no less than \$100,000 plus interest at the statutory rate, incurred attorneys' fees and other costs.

## **SECOND CAUSE OF ACTION**

### **(Tortious Interference with Prospective Economic Relations**

#### **Against All Defendants)**

30. All of the above allegations are incorporated herein, as if they are alleged in full.

31. The Contract between Plaintiff and MobiusPay resulted in Plaintiff's ability to gain numerous signups to its website, which formed a significant business relationship which provided an economic advantage to Plaintiff, as well as MobiusPay through fees.

32. Through the Contract, Plaintiff expected to form a continuing business relationship, including that users and future users would continually be able to have access to Plaintiff's website by being billed monthly, via MobiusPay.

33. The reasonably expected additional business that Defendants interfered with included,

without limitation: (1) Plaintiff's business relationship with non-party MobiusPay; (2) Defendant interfered with that relationship through the fraudulent use of credit cards on Plaintiff's payment system; (3) Defendant acted in the wrongful and dishonest purpose by obtaining and using fraudulent credit cards on Plaintiff's payment system; (4) and Defendant's actions harmed Plaintiff's reputation and rating relating to Plaintiff's credit score with credit card payment systems.

34. By reason of the foregoing, Plaintiff Shinobi has been damaged in an amount no less than \$100,000.

#### **ALLEGATIONS CONCERNING PUNITIVE DAMAGES**

35. Defendants have acted in all respects maliciously, intentionally, fraudulently, and wantonly, and sought, knowingly and in bad faith, to defraud the public.

WHEREFORE, Plaintiff has been damaged and demands judgment against Defendants as follows:

- (a) Judgment against defendants in the principal amount of no less than \$100,000, plus interest at the statutory rate plus punitive damages;
- (b) All costs and disbursements arising out of this action as permitted by law and rule;
- (c) Reasonable attorneys' fees and costs; and
- (d) Such other and further relief as this Court deems just, equitable and proper.

Dated: March 5, 2022

Respectfully Submitted:

/s/  
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